

Agreement No. 2011 - \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT CONCERNING COOPERATIVE  
ADMINISTRATION OF RECLAMATION SURETY BETWEEN WEBER COUNTY AND  
STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF OIL,  
GAS AND MINING, MINERALS REGULATORY PROGRAM (OGM)**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between Weber County ("County"), a political subdivision of the State of Utah, and the State of Utah, by and through the Department of Natural Resources, Division of Oil, Gas and Mining, Minerals Regulatory Program ("OGM").

**WITNESSETH**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

**WHEREAS**, the governing bodies of County and OGM have by resolution agreed to adopt this Interlocal Cooperation Agreement for joint or cooperative action; and

**WHEREAS**, the OGM is the state agency responsible for implementing and enforcing the State of Utah's regulation of mineral mining and reclamation activities (Utah Code Sections 40-8-1 et seq.), including the posting of reclamation surety; and

**WHEREAS**, County has adopted the Weber County Land Use Ordinance, which Land Use Ordinance also requires reclamation and a reclamation surety; and

**WHEREAS,** OGM and County desire to set forth an agreement for the cooperative administration of their respective responsibilities in order to coordinate the administration of reclamation surety for mining operations involving surface lands located in Weber County.

**NOW, THEREFORE,** for and in consideration of the mutual promises herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and OGM do hereby agree as follows:

**Section 1. EFFECTIVE DATE; DURATION.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the County and OGM. The term of this Interlocal Cooperation Agreement shall be from September 1, 2011 to August 1, 2020, unless sooner terminated as provided herein.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT.**

County and OGM do not contemplate nor intend to establish a separate Interlocal entity under the terms of this Interlocal Cooperation Agreement. County and OGM do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that OGM shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

**Section 3. PURPOSES.**

This Interlocal Cooperation Agreement has been established and entered into between County and OGM for the following purposes:

1. County, through its Engineering Department, will provide OGM with a copy, electronic or hard copy, of each current zoning compliance permit issued by County to each Operator of a mine for which the Operator desires to satisfy County reclamation surety requirement through the reclamation surety filed by the Operator with OGM.

2. OGM will provide County with a copy, electronic or hard copy, of each executed reclamation contract and reclamation surety, including amendments, approved by OGM for each mine regulated by OGM located in Weber County.
3. OGM will electronically notify County, through its Community Development Department, upon receipt of any Notice of Cancellation/Termination of Surety related to any reclamation surety approved by OGM for each mine regulated by OGM located in Weber County.
4. County shall have the right to attend the final site inspection of the mine-site prior to any release by OGM of any reclamation surety. OGM will provide County with not less than seven (7) days advance written notice of the scheduled final OGM site inspection. If County does not notify OGM via email or letter within the seven (7) day period of County's election to attend the final site inspection, County's right to attend the final site inspection shall be waived.
5. OGM shall not release the reclamation surety if County timely objects to the release. OGM will provide County with not less than seven (7) days advance written notice of the intent of OGM to release the reclamation surety and shall provide County with a copy of the final OGM mine-site inspection report. If County does not notify OGM via email or letter within the seven (7) day period of County's objection to the release of the reclamation surety, County's right to object shall be waived.

**Section 4. MANNER OF FINANCING.**

Each party will pay for its respective costs and expenses, if any, in performing this Agreement.

**Section 5. PROPERTY.**

The parties do not anticipate that there shall be any acquisition, holding, or disposing of any real or personal property for use in this joint or cooperative undertaking. The parties agree that each party shall maintain separate ownership and control over its own real and personal property.

**Section 6. METHOD OF TERMINATION.**

This Interlocal Cooperation Agreement shall automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual agreement of the parties, or by either party upon thirty (30) days written notice to the other party.

**Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of OGM, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 8. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

**Section 9. SEVERABILITY.**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be valid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 10. GOVERNING LAW.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
WEBER COUNTY, UTAH

By: \_\_\_\_\_  
JAN ZOGMAISTER, Chairman

ATTEST:  
RICKY D. HATCH  
Weber County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
CHRISTOPHER F. ALLRED  
Weber County Attorney

By: \_\_\_\_\_  
Deputy

DATED this 16<sup>th</sup> day of September 2011.

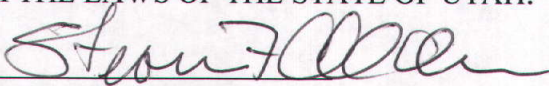
DIVISION OF OIL, GAS AND MINING

By:   
JOHN R. BAZA, Director

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

By:   
Attorney